

fish and game



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1596 WEST NORTH TEMPLE • SALT LAKE CITY 16, UTAH • EM 3-7614

April 14, 1965

Max C. Gardner, Director
Utah State Land Board
State Capitol Building
Salt Lake City, Utah

Dear Max:

Reference is made to two applications for lease of state land submitted to the Land Board and this Department by Lithium Corporation of America, Inc. on March 17, 1965. These applications cover Great Salt Lake-bed lands situated in Township 7 North, Ranges 4 and 5 West, Salt Lake Base and Meridian. The Utah State Legislature has granted the Department use of these lands for fish and wildlife management purposes, hence our interest in these lease applications for mineral extraction purposes.

Representatives of Lithium Corporation met with Department personnel shortly after the lease applications were filed. The Corporation's plans and needs were discussed with us. We have since conducted field investigations which, together with information already on hand, reveals the importance of the entire Bear River Bay area to waterfowl.

On April 10, 1965, information supplied by Lithium Corporation and all data gathered and compiled by Department personnel were presented to the Fish and Game Commission. That body, under motion number 500, has directed me to inform you they do not object to leasing of the 8,960 acres contained in Sections 25 through 36, Township 7 North, Range 4 West, and Sections 25 and 36, Township 7 North, Range 5 West, Salt Lake Base and Meridian. The 8,960 acres contained in Sections 13 through 24, Township 7 North, Range 4 West, and Sections 13 and 24, Township 7 North, Range 5 West, Salt Lake Base and Meridian, should not be leased because of the large volume of important and irreplaceable waterfowl habitat it includes.

The Commission also asked that the lease agreement covering the 8,960-acre tract acceptable for lease stipulate that the Corporation, prior to making any development on these subject lands, shall contact the Department and obtain written

Attachment C-5

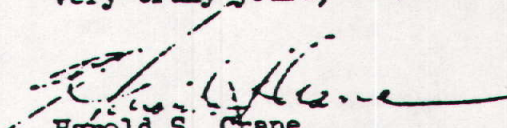
Max C. Gardner
April 14, 1965
Page 2

approval of the development plans or activities. This requirement is to assure existing fish and wildlife values will be preserved to the maximum extent possible and to permit the Department to incorporate reasonable modifications or additions into the development plans which will be of benefit to the fish and wildlife resource.

We believe, from our discussions with Corporation representatives, these proposals will be acceptable to them and will provide sufficient lands and latitude of operation for an economic and orderly development of their proposed facility. The precise wording of lease stipulations can be worked out between the Land Board and Department representatives. Your Board's concurrence in the Fish and Game Commission's recommendation is respectfully requested.

Should you or the Board desire further information concerning this matter, we will be happy to provide it.

Very truly yours,



Harold S. Crane
Director

cc: Lithium Corporation of America, Inc.
c/o Senior and Senior
10 Exchange Place
Salt Lake City, Utah 84111

24143

UTAH STATE SURFACE LEASE FOR
MINERAL SALTS, CHLORIDES, SULPHATES, CARBONATES,
BORATES, SILICATES, OXIDES, NITRATES AND
ASSOCIATED MINERALS.

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate as of the 13 day of April, 1967, by and between the STATE LAND BOARD and GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION, a Delaware corporation hereinafter called the Lessee, under and pursuant to Title 65, Utah Code Annotated, 1953.

WITNESSETH:

WHEREAS the Lessor and Lessee have entered into an agreement for the payment of royalties on salts and other minerals extracted and recovered by lessee and contained in solution or suspension in the waters of Great Salt Lake which agreement shall herein, for convenience, be referred to as the "royalty agreement" and,

NOW, THEREFORE, the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the lessee, as hereinafter set forth, does hereby grant and lease to the lessee the exclusive right and privilege to explore for, mine, remove, extract, process and/or dispose of all the minerals referred to in the caption hereof, from the surface of the following described lands in Box Elder County, State of Utah, TO WIT:

SCHEDULE "A"

Beginning at the point of intersection of the west line of Section 9, Township 8 North, Range 7 West, SIM, with the meander line of the Great Salt Lake as approved in 1888; thence South 60 chains, more or less, to the Southwest corner of said Section 9; thence Southeast 130 chains, more or less, to the Southeast corner of Section 16; thence East 80 chains; thence South 80 chains; thence East 160 chains to the Southwest corner of Section 19, Township 8 North, Range 6 West; thence East 80 chains; thence South 160 chains to the Northwest corner of Section 5, Township 7 North, Range 6 West; thence South 80 chains; thence East 80 chains; thence South 80 chains; thence East 80 chains; thence South 80 chains; thence East 80 chains; thence South 80 chains; thence East 60 chains, more or less, to a point on the South line of Section 23, Township 7 North, Range 6 West, where the South line of said Section 23 intersects the meander line of the Great Salt Lake as approved in 1888; thence Northwesterly along said meander line 15 miles, more or less to the point of beginning. All located within the Salt Lake Base & Meridian. The above description would include the following Sections if the existing Federal land net were extended westward:

Township 8 North, Range 7 West, SIM

Section 1 :	That part Southward of meander line survey	612 acres
Section 2:	That part Southward of meander line survey	605 acres
Section 3:	That part Southward of meander line survey	80 acres
Section 9:	That part Southward of meander line survey	580 acres
Section 10:	All	640 "
Section 11:	All	640 "
Section 12:	All	640 "
Section 13:	All	640 "
Section 14:	All	640 "
Section 15:	All	640 "
Section 16:	That portion Northeast of Diagonal line between NW and SE corners	320 "
Section 23:	All	640 "
Section 24:	All	640 "
		<u>7,317</u> "

Attachment D

Township 8 North, Range 6 West, SLM

Section 5:	That part Southward of meander line survey	(695.72 acres	
Section 6:	That part Southward of meander line survey	(
Section 7:	All	640	acres
Section 8:	That part Westward of meander line survey	(688	acres
Section 9:	That part Westward of meander line survey	(
Section 16:	That part Westward of meander line survey	(
Section 17:	All	640	acres
Section 18:	All	640	acres
Section 19:	All	640	acres
Section 20:	All	640	acres
Section 21:	That part Westward of meander line survey	(358.95	acres
Section 28:	That part Westward of meander line survey	(
Section 29:	All	640	acres
Section 32:	All	640	acres
Section 33:	That part Westward of meander line survey	280	acres
		6,502.67	acres

Township 7 North, Range 6 West, SLM

Section 4:	That part Westward of meander line survey	290	acres
Section 5:	All	640	acres
Section 9:	That part Westward of meander line survey	(1203	acres
Section 10:	That part Westward of meander line survey	(
Section 14:	That part Westward of meander line survey	(
Section 15:	That part Westward of meander line survey	(
Section 23:	That part Westward of meander line survey	347	acres
		2,480	acres

(Containing a total of 16,299.67 acres, more or less.)

Beginning at a point 3 miles South of the Northeast corner of Section 24, Township 6 North, Range 4 West, S.L.M., thence South 320 chains, thence West 120 chains; thence North 80 chains; thence West 40 chains; thence North 160 chains; thence West 80 chains; thence North 80 chains; thence East 240 chains to the point of beginning which, when surveyed, will probably be:

Township 5 North, Range 4 West, S.L.M.

Section 1:	All	640	acres
Section 2:	All	640	acres
Section 3:	All	640	acres
Section 11:	All	640	acres
Section 12:	All	640	acres
Section 13:	All	640	acres
Section 14:	All	640	acres
Section 23:	All	320	acres
Section 24:	All	640	acres
		5,440	acres

containing a total of 21,739.67 acres, more or less, together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the exploration for, mining, removal, extraction, processing and/or disposal of said minerals and/or minerals covered by royalty agreement, for a term beginning on the date stated above and ending upon the expiration of said royalty agreement, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the lessor may determine to be necessary in

the interest of the State.

ARTICLE I

This lease is granted subject to the laws of the State of Utah, existing regulations of the State Land Board and such reasonable operating regulations as may hereafter be promulgated by said Board.

ARTICLE II

Lessee shall promptly notify Lessor of the discovery on the leased premises of any mineral other than those specified herein.

ARTICLE III

The Lessee agrees as follows:

FIRST: To pay to the Lessor:

(a) From date of issuance hereof until ten (10) years after January 1, next succeeding the date of issuance, as rental for the land covered by this lease, the sum of fifty cents (50¢) per acre per annum. All annual payments of rental shall be made in advance on or before the 1st day of January of each year, except the rental for the year in which this lease is issued, which shall be payable on the application for this lease and which shall be prorated to January 1st next succeeding the date of issuance.

(b) Ten (10) years after the 1st day of January next succeeding the date of issuance hereof, the basic rental as provided in paragraph (a) hereof and as additional rental for the land covered by this lease, an additional sum of fifty cents (50¢) per acre per annum.

(c) All rentals paid hereunder may be credited against actual tonnage royalties, if any, which may accrue on production from the leased lands during the year for which such rentals are paid.

SECOND: To pay royalties on products extracted and shipped from the leased lands at the rates, at the terms specified and in accordance with all of the applicable provisions relating to royalties contained in said royalty agreement and to make production reports to Lessor of the same character and at the times provided for in said royalty agreement.

THIRD: To keep clear, accurate and detailed maps of lessee's workings on the leased lands and to furnish to Lessor annually, or upon demand, copies of such maps and such written statements of operations as may be called for.

FOURTH: Not to assign this lease or any interest therein, or any of the rights and privileges herein granted, nor sublet any portion of the leased premises, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through or in the land hereby leased as may be necessary or appropriate to the development of these or any other lands belonging to or administered by the Lessor.

SECOND: Mineral deposits other than those hereby leased which may be contained in said lands.

ARTICLE V

All personal property of lessee located within or upon the said lands, and all buildings, machinery, equipment and tools shall be and remain the property of lessee and lessee shall be entitled to, and may, within twelve (12) months after expiration, forfeiture, surrender, cancellation or other termination of said lease, or within such extension of time as may be granted by Lessor, remove from the said lands such personal property and improvements.

ARTICLE VI

All of the terms covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, successors and assigns of the lessee.

ARTICLE VII

Lessee may surrender this lease as to all or any part of the leased lands, but not less than a quarter-quarter section or a surveyed lot, by filing with the lessor a written relinquishment; which relinquishment shall be effective as to rental or royalty liability as of the date of filing and thereupon lessee shall be relieved from any liability thereafter to accrue as to the lands so surrendered, provided that such surrender shall not relieve lessee from any rental or royalty obligations accruing prior to the date of such surrender, and provided further that such surrender shall not relieve the lessee of any other obligation under the lease arising before the filing of the surrender instrument.

ARTICLE VIII

This lease is issued only under such title as the State of Utah may now hold or hereafter acquire during the term of this lease. Lessor shall not be liable for any damages sustained by the lessee. Lessee shall not be entitled to or claim any refund of rentals, royalties, bonuses or fees theretofore paid to the Lessor.

ARTICLE IX

Rock, tailings and waste materials resulting from the operations of the lessee on said lands or other lands shall be the absolute property of the lessee whether stored on said lands or on other lands, until such time as title thereto is renounced in writing by the lessee; provided, however, that title to any such rock, tailings and waste material stored on the said lands which were produced from said lands or other State lands shall vest in the Lessor upon the expiration, surrender, cancellation or termination of this lease. If, at any time, any of such rock, tailings or waste materials, or any products thereof, which were produced from said lands or other State lands, are sold by lessee, the royalty thereon shall be paid by lessee to Lessor.

ARTICLE X

The lessee shall determine accurately the weight or quantity and quality of all leased deposits mined, and shall enter accurately the weight or quantity and quality thereof in due form in books to be kept and preserved by the lessee for such purposes and may thereafter freely commingle ores from said deposits with ores from other lands. The obligation of Lessee to maintain accurate records of production from the leased premises is of the essence of the agreement and lessee shall adopt such procedures for determining and accounting for production from the leased premises as Lessor may from time to time require.

ARTICLE XI

Any notice contemplated herein to be served upon the lessee shall be in writing and shall be sufficiently given if deposited in the United States mail, postage prepaid and registered, and addressed as follows:

or at such other address as lessee may from time to time in writing designate by written notice to Lessor.

ARTICLE XII

Said lease and this agreement are made upon the condition that lessee shall perform all the covenants and agreements herein set forth to be performed by it, and if at any time there shall be any default on the part of lessee hereunder, and if such default shall continue for a period of thirty (30) days after written notice of such default being given by lessor to lessee, then and in such event, said lease and this agreement shall, at the option of Lessor, be terminated and the demised premises shall revert to Lessor.

ARTICLE XIII

The parties hereto agree that nothing herein contained shall be construed as being in any manner in derogation of the terms, conditions or provisions of applicable law or any regulation promulgated thereunder, but, on the contrary, this agreement shall be deemed amenable to reformation to eliminate or modify any portion found to be in contravention of such law or regulation and except as to such provisions, if any, so eliminated shall be and remain in force and effect according to its terms as so modified. The parties hereto further agree that this lease agreement may be modified and amended by the inclusion of additional leased lands, by addendum, the effect of which would be to make such so added lands subject to all of the terms and conditions hereof as fully and in all particulars as if such lands had been originally described herein.

ARTICLE XIV

Neither party shall be liable to the other for any loss or damage suffered or incurred nor shall either party be in default under this agreement by reason or as a result of the fact that the performance of the terms and provisions of this agreement is delayed or prevented due to acts of God or the public enemy, war, revolution, civil commotion, blockage or embargo, or any act, law, order, proclamation, regulations, demand or requirement of the United States or its authorized officers or representatives, or by reason of fires, explosions, cyclones, floods, breakdown of equipment, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, failure of transportation facilities, failure of sources of supply of raw materials, labor, power and supplies, provided, however, that nothing in this paragraph shall excuse lessee from paying any rentals due to the State under this paragraph.

ARTICLE XV

The Great Salt Lake Authority is considering, and may possibly cause dikes or other construction to be built in or around the Great Salt Lake and lessee shall have no recourse for damages sustained by reason of any reasonable fluctuation of the water level of the Great Salt Lake for any reason.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 28th day of July, 1967, but as of the date first hereinabove written.

STATE OF UTAH, STATE LAND BOARD

BY [Signature]
Director

LESSOR

GREAT SALT LAKE MINERALS &
CHEMICALS CORPORATION

Attest:

[Signature] by [Signature]
Secretary President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 28 day of July 1967, personally appeared before me Charles R. Hansen who being by me duly sworn did say that he is the Director of the State Land Board of the State of Utah and that said instrument was signed in behalf of said Board by resolution of the Board, and said Charles R. Hansen acknowledge to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 28 day of July 1967

My commission Expires:

4-10-68

[Signature]
Notary Public, residing at:

STATE OF UTAH)
COUNTY OF) ss.

On the 24th day of July 1967, personally appeared before me HARRY D. FELTENSTEIN, JR. and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said HARRY D. FELTENSTEIN, JR. acknowledged to me that said corporation executed the same.

Given under my hand and seal this 24th day of July 1967

My commission Expires:

Joseph Prestifichi
Notary Public, residing at:

JOSEPH PRESTIFICHI
NOTARY PUBLIC, State of New York
No. 41-3157740 Queens County
Commission Expires March 30, 1969

FILED
JUL 24 1967

JUL 24 1967

FILED

UTAH STATE FISH & GAME

ML 24189

From: Norman V. Hancock

Date: August 13, 1968

To: John E. Phelps, Director

Subject: Proposed Solar Ponding
between Ogden Bay and
Fremont Island

On August 12th, John Nagel met with Harold Andrews of Great Salt Lake Minerals and Chemical Corporation to continue discussion of the company's proposed solar ponding developments between Ogden Bay W.M.A. and Fremont Island. As you recall, earlier discussions on this matter indicated there was considerable reluctance on our part to agree to such a complex in the proposed location due to the importance the area has to waterfowl and its relationship to Ogden Bay.

After meeting briefly at the Corporation offices an aerial survey of the area was made. The main purpose of the survey was to try and work out a compromise or alternate area for the company to develop and at the same time maintain Pintail Flat for waterfowl use. Several alternate areas were discussed (specifically one area north of the current development and area east and north of waterfowl concentration areas on Pintail Flat). These were essentially the same alternate areas we suggested at our last meeting in May.

Harold seemed agreeable to considering these areas as alternate development sites and working around areas of high waterfowl concentration. In addition he agreed to have both the alternate and original lease lands flagged and outlined on the ground. This would allow a later air survey of Pintail Flat to determine how these proposed developments would relate to waterfowl and hunter use of the areas. Harold will notify us upon completion of the flagging, and hopefully a date can be set up in the near future to make a joint aerial inspection of the area in question.

The matter of our use of their dike road to provide access from the West Warren area to Promontory was also discussed. The company is agreeable to our use of the roadway and installation of Division locks on their gates; however, they would like a formal use agreement drawn up to assure that they are in no way liable by our use of their facility. This agreement will probably be sent down for your approval within a day or two.



Norman V. Hancock, Chief
Game Management

NVH/JEN/er

Attachment D-1

Neilsen & Senior Copy

Item # 41

AGREEMENT

THIS AGREEMENT, made and entered into as of the date hereinafter set out, between the Fish and Game Division, Department of Natural Resources, State of Utah, hereafter "Fish and Game", and Great Salt Lake Minerals & Chemicals Corporation, hereafter "GSL",

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. Fish and Game does hereby consent to the issuance of a state mineral lease to GSL for the lands in Weber and Box Elder Counties, Utah, described in Schedule "A" hereto, containing 10,583 acres, more or less.

2. Upon the issuance of a mineral lease to GSL for the lands described in said Schedule "A", GSL will: (a) relinquish that portion of State Lease ML No. 24189 and that portion of ML No. 21708 as described in Schedule "B" attached hereto and by reference made a part hereof, and (b) withdraw Application for Lease MLA 24881 embracing lands also described in Schedule "B"; which lands described in said Schedule "B" contain in the aggregate 19,030.22 acres, more or less, and are hereinafter referred to as the "relinquished lands."

3. GSL will be permitted reasonable ingress and egress over Fish and Game lands in the Ogden Bay area in accordance with Fish and Game Regulations at a location to be mutually agreed upon for the purpose of enabling GSL to utilize its leased lands situated South of the Southern Pacific Railroad.

4. In the event Fish and Game shall at some future time or from time to time determine that the "relinquished lands" described in said Schedule "B" or any portion or portions thereof are no

Attachment D-2

longer needed for its purposes, Fish and Game will notify GSL in writing of such determinations and consent to the issuance to GSL of a mineral lease covering the "relinquished lands" so determined to be no longer needed. Fish and Game will allow GSL for a period of 60 days the first opportunity to make application for the "relinquished lands" before consenting to the mineral leasing or other commercial development of the "relinquished lands" by any third party.

Executed this 6th day of November, 1968.

FISH AND GAME DIVISION
Department of Natural Resources

By 

GREAT SALT LAKE MINERALS &
CHEMICALS CORPORATION

By 

SCHEDULE "A"
(To Agreement dated November 6, 1968)

Unsurveyed lands in Weber and Box Elder Counties, Utah, particularly described as follows:

Beginning at a point 40 chains North of the Southwest corner of Section 6, Township 6 North, Range 3 West, SLB&M, which point is the intersection of the West Boundary of the aforesaid Section and Township and the meander line survey of Great Salt Lake as approved in 1888;

Thence North 40 chains more or less to the Northwest corner of said Section 6 which is also the projected Northwest corner of Township 6 North, Range 3 West, SLB&M;

Thence North 2 miles;

Thence West 3 miles;

Thence North 1 mile;

Thence West 3 miles;

Thence North 1 mile;

Thence East 8 miles;

Thence South 1 mile and 6 chains more or less to the point of intersection of the West line of Section 21, Township 7 North, Range 3 West, SLB&M and the meander line survey;

Thence along said meander line through Sections 20, 29, & 32, Township 7 North, Range 3 West, SLB&M and Sections 5 & 6, Township 6 North, Range 3 West, SLB&M, a distance of 5.25 miles more or less to the point of beginning;

which lands, when surveyed, will probably be:

<u>Township 6 North, Range 3 West, SLB&M</u>		<u>Acres</u>
Section 5:	That part Northward of meander line survey	19.0
Section 6:	That part Northward of meander line survey	146.0
<u>Township 7 North, Range 3 West, SLB&M</u>		
Section 20:	That part Northward and Westward of meander line survey	537.70
Section 29:	That part Westward of meander line survey	558.20

Township 7 North, Range 3 West, SLB&M (Continued) Acres

Section 32:	That part Westward of meander line survey	362.60
Section 17:	All	640.00
Section 18:	All	640.00
Section 19:	All	640.00
Section 30:	All	640.00
Section 31:	All	640.00

Township 7 North, Range 4 West, SLB&M

Section 13:	All	640.00
Section 14:	All	640.00
Section 15:	All	640.00
Section 16:	All	640.00
Section 17:	All	640.00
Section 18:	All	640.00
Section 22:	All	640.00
Section 23:	All	640.00
Section 24:	All	640.00

(containing a total of 10,583.50 acres, more or less)

SCHEDULE "B"
(To Agreement dated November 6, 1968)

This schedule contains the description of the "relinquished lands" as follows:

1. Lands to be relinquished from ML No. 24189:

Beginning at a point 3 miles South of the Northeast corner of Section 24, Township 6 North, Range 4 West, S.L.M., thence South 320 chains; thence West 120 chains; thence North 80 chains; thence West 40 chains; thence North 160 chains; thence West 80 chains; thence North 80 chains; thence East 240 chains to the point of beginning which, when surveyed, will probably be:

<u>Township 5 North, Range 4 West, S.L.M.</u>		<u>Acres</u>
Section 1:	All	640.00
Section 2:	All	640.00
Section 3:	All	640.00
Section 11:	All	640.00
Section 12:	All	640.00
Section 13:	All	640.00
Section 14:	All	640.00
Section 23:	E $\frac{1}{2}$	320.00
Section 24:	All	640.00

(containing 5,440 acres, more or less)

2. Lands contained in lease application ML No. 24881 to be withdrawn:

Beginning 5 miles West of the NE Cor., Section 35, T. 5N., R. 3W., SLB&M, at the East quarter corner of unsurveyed Section 25, T. 5N., R. 4W., SLB&M;

thence South 1/2 mile, West 5 miles, North 1.64 miles (8650 ft.) more or less to the Great Salt Lake meander corner between Sections 19 and 20, T. 5 N., R. 4W., SLB&M, on the southerly side of Fremont Island;

thence following said meander line southeasterly and easterly 3 miles more or less to the easterly tip of Fremont Island;

thence along the meander line along the easterly and northerly side of Fremont Island 6 miles more or less to the meander corner of Great Salt Lake between Sections 7 and 12, T. 5N., Rs. 4W. and 5W., respectively, SLB&M;

thence North 1.67 miles (8800 ft.) more or less to the South boundary of State Mineral Lease No. 21708;

thence East 3 miles more or less to the NW Cor. of State Mineral Lease No. 24189;

thence South 1-1/2 miles more or less, East 1 mile more or less to the NE Cor., Section 10, T. 5N., R. 4W., SLB&M;

thence South 2 miles, East 1 mile, South 1 mile, East 1 mile, South 1 mile to the point of beginning, which lands when surveyed will probably be:

<u>Township 5 North, Range 4 West, SLB&M</u>		<u>Acres</u>
Section 4:	All	960.00
Section 5:	All	960.00
Section 6:	All	960.00
Section 7:	That part north and eastward of meander line survey	152.64
Section 8:	That part northeastward of meander line survey	629.96
Section 9:	All	640.00
Section 10:	All	640.00
Section 15:	All	640.00
Section 16:	All	640.00
Section 17:	That part northeastward of meander line survey	377.04
Section 20:	That part below the meander line line survey	281.36
Section 21:	That part northeastward of meander line survey	616.15
Section 22:	All	640.00
Section 23:	All	640.00
Section 25:	All	640.00
Section 26:	All	640.00
Section 27:	All	640.00
Section 28:	That part below the meander line survey	621.25
Section 29:	That part below the meander line line survey	624.82

(containing 11,943.22 acres, more or less)

3. Lands to be relinquished from ML No. 21708:

The unsurveyed portion of Township 6 North, Range 4 West, SLB&M, which were not heretofore conveyed by the State of Utah to Marquardt Aircraft Company and which are not presently embraced within State of Utah Leases Nos. 19024 and 21708 as amended, such unsurveyed portions of said township being more particularly described as follows:

Commencing 36.5 chains South of the N.E. corner of Section 24, T. 6N., R. 4W., SLB&M, at the point where the East boundary line of said Section 24 intersects the meander line survey of Great Salt Lake;

thence South 203.5 ch.;

thence West 80 ch.;

thence North 212 ch. more or less to the northerly right of way line of the Southern Pacific Company railroad;

thence easterly along said railroad right of way 32 chains more or less to the point of intersection with the aforesaid meander line of Great Salt Lake;

thence along said meander line in a easterly direction to the point of beginning,

EXPRESSLY SUBJECT TO the railroad right of way of the Southern Pacific Company.

Such above described portion of said township, when surveyed, will probably be:

Township 6 North, Range 4 West, SLB&M

Section 24: The unsurveyed portion south of the northerly right of way line of the Southern Pacific Company railroad to its point of intersection with the meander line of Great Salt Lake and that portion south of the meander line thereafter.

Section 25: All

Section 36: All

(containing 1,647 acres, more or less)

EDWIN W. SENIOR
(1901-1925)
CLAIR M. SENIOR
(1923-1965)
RAYMOND T. SENIOR
FRANCIS M. GIBBONS
ROBERT E. HAFEY
STEVEN A. GOODSSELL
A. ROBERT THURMAN

SENIOR & SENIOR
ATTORNEYS AT LAW
10 EXCHANGE PLACE
SALT LAKE CITY, UTAH 84111

AREA CODE 801
TELEPHONE 521-3260

December 4, 1968

Mr. Gail Prince
Economic Geographer
Utah State Land Office
Salt Lake City, Utah

RE: ML 21708, ML 24189, ML 24631
and MLA 24881.

Dear Mr. Prince:

In behalf of Great Salt Lake Minerals & Chemicals Corporation (GSL), we respectfully request the following:

ML 21708

Recently GSL surrendered a portion of its lease ML 21708 to the extent of 1,647.00 acres. It is requested that a corrected billing for rental for 1969 be prepared and mailed to the company reflecting the reduced acreage. The original acreage in this lease was 22,886.62 acres. The acreage now remaining after said partial relinquishment is 21,239.62 acres on which the rental would be \$10,620.00.

ML 24189

Recently GSL surrendered a portion of its lease ML 24189 to the extent of 5,440.00 acres. It is requested that a corrected billing for rental for 1969 be prepared and mailed to the company reflecting the reduced acreage. The original acreage in this lease was 21,739.67 acres. The acreage now remaining after said partial relinquishment is 16,299.67 acres on which the rental would be \$8,150.00.

ML 24631

The acreage in ML 24631 is 6,913.07 acres. The rental for 1969 would be \$3,457.00. However, GSL has been billed \$3,462.00, or \$5.00 more than the rental should be based

Mr. Gail Prince
December 4, 1968
Page 2

on said acreage figure of 6,913.07 acres. We request a corrected billing be prepared and mailed to the company.

MLA 24881

Said MLA 24881 covered 11,943.22 acres and there was paid with the application a rental of \$5,972.00 plus a \$5.00 filing fee. The application was recently withdrawn in its entirety. We request a refund check be made and sent to GSL for the rental so paid.

The address to which the refund and the corrected billings should be mailed is:

Great Salt Lake Minerals &
Chemicals Corporation
Attn: Mr. W. Gordon Christensen
P. O. Box 1190
Ogden, Utah 84402.

If you have any question, please let us know.

Thanking you, we are

Very truly yours,

SENIOR & SENIOR

Raymond T. Senior

rts/ys
cc: Mr. W. Gordon Christensen

UTAH STATE SURFACE LEASE FOR
MINERAL SALTS, CHLORIDES, SULPHATES, CARBONITES,
BORATES, SILICATES, OXIDES, NITRATES AND
ASSOCIATED MINERALS

24631

THIS INDENTURE OF LEASE AND AGREEMENT entered into in duplicate as of the 2nd day of October, 1967, by and between the STATE LAND BOARD and GREAT SALT LAKE MINERALS & CHEMICALS CORPORATION, a Delaware corporation, 579 Fifth Avenue, New York, New York 10017, hereinafter called the Lessee, under and pursuant to Title 65, Utah Code Annotated, 1953.

WITNESSETH:

WHEREAS the Lessor and Lessee have entered into an agreement for the payment of royalties on salts and other minerals extracted and recovered by Lessee and contained in solution or suspension in the waters of Great Salt Lake which agreement shall herein, for convenience, be referred to as the "royalty agreement" and

NOW, THEREFORE, the Lessor, in consideration of the rents and royalties to be paid and the covenants to be observed by the Lessee, as hereinafter set forth, does hereby grant and lease to the Lessee the exclusive right and privilege to explore for, mine, remove, extract, process and/or dispose of all the minerals referred to in the caption hereof, from the surface of the following described lands in Weber and Box Elder Counties, State of Utah, to-wit:

SCHEDULE "A"

Beginning at a point 15.50 ch. East of the Southwest corner of Section 35, Township 7 North, Range 5 West, SLM, which point is the intersection of the South Boundary of the aforesaid Section and Township and the meander line as established by the survey, Plat dated October 21, 1885.

Thence North and Northwesterly along said meander line through Section 35, 34, 27, 22, 15 and 16 a distance of approximately 4.3 miles to the intersection of said meander line and the North line of Section 16:

Thence East 3.1 miles;
Thence South 1/2 mile;

Thence East 3 miles;

Thence South 1 mile;

Thence West 3 miles;

Thence South 1/2 mile;

Thence West 1 mile;

Thence South 2 miles;

Thence West 64.50 ch. more or less to the point of beginning;

which lands, when surveyed, will probably be:

Township 7 North, Range 5 West, SLM

Section 13:	All	640.00 acres
Section 14:	All	640.00 acres
Section 15:	That part eastward of meander line survey	554.29 acres
Section 16:	That part eastward of meander line survey	3.07 acres
Section 22:	That part eastward of meander line survey	414.62 acres
Section 23:	All	640.00 acres
Section 24:	All	640.00 acres
Section 26:	All	640.00 acres

Attachment E

Township 7 North, Range 5 West, SLM (Cont.)

Section 27: That part eastward of
meander line survey
228.30 acres
Section 34: That part eastward of
meander line survey
16.09 acres
Section 35: That part eastward of
meander line survey
576.70 acres

Township 7 North, Range 4 West, SLM

Section 19: All 640.00 acres
Section 20: All 640.00 acres
Section 21: All 640.00 acres

containing 6,913.07 acres, more or less, together with the right to use and occupy so much of the surface of said land as may be required for all purposes reasonably incident to the exploration for, mining, removal, extraction, processing and/or disposal of said minerals and/or minerals covered by royalty agreement, for a term beginning on the date stated above and ending upon the expiration of said royalty agreement, upon condition that at the end of each twenty (20) year period succeeding the first day of the year in which this lease is issued, such readjustment of terms and conditions may be made as the lessor may determine to be necessary in the interest of the State.

ARTICLE I

This lease is granted subject to the laws of the State of Utah, existing regulations of the State Land Board and such reasonable operating regulations as may hereafter be promulgated by said Board.

ARTICLE II

Lessee shall promptly notify Lessor of the discovery on the leased premises of any mineral other than those specified herein.

ARTICLE III

The Lessee agrees as follows:

FIRST: To pay to the Lessor:

(a) From date of issuance hereof until ten (10) years after January 1, next succeeding the date of issuance, as rental for the land covered by this lease, the sum of fifty cents (50¢) per acre per annum. All annual payments of rental shall be made in advance on or before the 1st day of January of each year, except the rental for the year in which this lease is issued, which shall be payable on the application for this lease and which shall be prorated to January 1st next succeeding the date of issuance.

(b) Ten (10) years after the 1st day of January next succeeding the date of issuance hereof, the basic rental as provided in paragraph (a) hereof and as additional rental for the land covered by this lease, an additional sum of fifty cents (50¢) per acre per annum.

(c) All rentals paid hereunder may be credited against actual tonnage royalties, if any, which may accrue on production from the leased lands during the year for which such rentals are paid.

SECOND: To pay royalties on products extracted and shipped from the leased lands at the rates, at the terms specified and in accordance with all of the applicable provisions relating to royalties contained in said royalty agreement and to make production reports to Lessor of the same character and at the times provided for in said royalty agreement.

THIRD: To keep clear, accurate and detailed maps of lessee's workings on the leased lands and to furnish to Lessor annually, or upon demand, copies of such maps and such written statements of operations as may be called for.

FOURTH: Not to assign this lease or any interest therein, or any of the rights and privileges herein granted, nor sublet any portion of the leased premises, without the written consent of the Lessor being first had and obtained.

ARTICLE IV

The Lessor hereby excepts and reserves from the operation of this lease:

FIRST: The right to permit for joint or several use such easements or rights-of-way upon, through or in the land hereby leased as may be necessary or appropriate to the development of these or any other lands belonging to or administered by the Lessor.

SECOND: Mineral deposits other than those hereby leased which may be contained in said lands.

ARTICLE V

All personal property of Lessee located within or upon the said lands, and all buildings, machinery, equipment and tools shall be and remain the property of Lessee and Lessee shall be entitled to, and may, within twelve (12) months after expiration, forfeiture, surrender, cancellation or other termination of said lease, or within such extension of time as may be granted by Lessor, remove from the said lands such personal property and improvements.

ARTICLE VI

All of the terms covenants, conditions, and obligations in this lease contained, shall be binding upon the heirs, executors, administrators, successors and assigns of the Lessee.

ARTICLE VII

Lessee may surrender this lease as to all or any part of the leased lands, but not less than a quarter-quarter section or a surveyed lot, by filing with the Lessor a written relinquishment; which relinquishment shall be effective as to rental or royalty liability as of the date of filing and thereupon Lessee shall be relieved from any liability thereafter to accrue as to the lands so surrendered, provided that such surrender shall not relieve Lessee from any rental or royalty obligations accruing prior to the date of such surrender, and provided further that such surrender shall not relieve the Lessee of any other obligation under the lease arising before the filing of the surrender instrument.

ARTICLE VIII

This lease is issued only under such title as the State of Utah may now hold or hereafter acquire during the term of this lease. Lessor shall not be liable for any damages sustained by the Lessee. Lessee shall not be entitled to or claim any refund of rentals, royalties, bonuses or fees theretofore paid to the Lessor. ✓

ARTICLE IX

Rock, tailings and waste materials resulting from the operations of the Lessee on said lands or other lands shall be the absolute property of the Lessee whether stored on said lands or on other lands, until such time as title thereto is renounced in writing by the Lessee; provided, however, that title to any such rock, tailings and waste material stored on the said lands which were produced from said lands or other State lands shall vest in the Lessor upon the expiration, surrender, cancellation or termination of this lease. If, at any time, any of such rock, tailings or waste materials, or any products thereof, which were produced from said lands or other State lands, are sold by Lessee, the royalty thereon shall be paid by Lessee to Lessor.

ARTICLE X

The Lessee shall determine accurately the weight or quantity and quality of all leased deposits mined, and shall enter accurately the weight or quantity and quality thereof in due form in books to be kept and preserved by the Lessee for such purposes and may thereafter freely commingle ores from said deposits with ores from other lands. The obligation of Lessee to maintain accurate records of production from the leased premises is of the essence of the agreement and Lessee shall adopt such procedures for determining and accounting for production from the leased premises as Lessor may from time to time require.